



# STATE OF UTAH CONTRACT

CONTRACT NUMBER: 05-9029

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Department of Transportation 810 UDOT/Central Warehouse referred to as STATE and the following:  
Agency Name Agency Code Division

CONTRACTOR: Consolidated Electrical Distributors

LEGAL STATUS OF CONTRACTOR

Name

Sole Proprietor

1773 South 300 West

Non-Profit Corporation

Address

X

For-Profit Corporation

Salt Lake City

UT

84115

Partnership

City

State

Zip Code

Government Agency

Karl Shelton

(801)486-3501

*Fax*  
486-6511

Contact Person

Phone Number

77-0030773

79197J

28576000000

Federal ID#

Vendor Number

Commodity Code(s)

2. CONTRACT TYPE AND PURPOSE:

Requirements Contract to provide the State with Luminaires for a period of three (3) years with two (2) one-year options.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid #JG4115

Requisition # RX-810-46000000121, FY 2004

4. CONTRACT PERIOD: Effective date: 6/01/04 Termination date: 5/31/07, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any): (2) - One-Year

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of: \$999,999.99 for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Specification.

ATTACHMENT C: Special Terms and Conditions

ATTACHMENT D: Pricing

**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # JG4115 dated 4/13/04

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Contractor's Signature

Charles Larsen, Director of Administrative Services

Contractor's Name

Division of Purchasing

Title

Division of Finance

Tracie Montano

(801)964-4534

(801)965-4818

Agency Contact Person

Telephone Number

Fax Number

Revision date:  
11/1/2000

ENT'D MAR 03 2005

## ATTACHMENT B: SPECIFICATION

### LUMINAIRES

1.0 **GENERAL DESCRIPTION** To provide the state with various types of Luminaires and related parts. The Contract will be for a period of three (3) years with (2) one-year options. This bid may result in a multiple Agency Contract.

#### 2.0 **PRODUCT REQUIREMENTS**

##### 2.1 Holophane Luminaires:

<u>Description</u>	<u>Part Number</u>
2.1.1 Mongoose 480V/400W w/o PE	MC400HP48WFGPBD
2.1.2 Mongoose MV/400W w/PE	MC400HPMTWFGPRBD
2.1.3 Mongoose MV/250W w/PE	MC250HPMTWFGPRBD
2.1.4 Dark Skies 480V/1000W	HMSPC10HP48L8PS
2.1.5 Dark Skies 480V/1000W	HMSPC10HP48S8PS
2.1.6 Replacement Protected Starter	PS-1000
2.1.7 Module 600, 480V/250W	MW250HP48GPS
2.1.8 Module 600, MV/250W	MW250HPMTGPS
2.1.9 Panel Vue 480V/150W	PANL150HP48DGQL

##### 2.2 Metrolux Luminaries:

<u>Description</u>	<u>Part Number</u>
2.2.1 Panel Master 480V/150W	PA-17W-HPS150-480-LG-TB-SF
2.2.2 Vision Master 480V/250W	VL-17-F-HPS250-480-LG-TB-WG
2.2.3 High Mast Asym Dist 480V/1000W	VA-25-VR-HPS1000-480-OBR
2.2.4 High Mast Round Dist 480V/1000W	VA-25-HPS1000-480-OBR

## ATTACHMENT C: SPECIAL TERMS AND CONDITIONS

### LUMINARIES

1. **CONTRACT PERFORMANCE TERM.**

This is a requirements contract to provide the State with Luminaries and related parts for a period of three (3) years with (2) one-year options.

2. **QUANTITY OR AMOUNT ESTIMATES.**

The State does not guarantee to purchase any amount under this contract. Estimated contract amounts are for bidding purpose only and are not to be construed as a guarantee to purchase stated amount. "UDOT may order from another vendor, supplies and services available under this contract in order to meet nonrecurring or special needs, when approved by UDOT's Procurement Manager."

3. **NON-ASSIGNMENT.**

The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from UDOT's Procurement Manager. The provision of monies due under this contract shall not be assignable without prior approval from UDOT's Procurement Manager or Procurement Supervisor.

4. **PACKAGING**

Boxed individually with correct part number on outside of box, do not band together. Ship on crate or pallet, depending on size of order. Keep luminaries separate as per type.

5. **INVOICING.**

THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES. BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY. In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices.

The Contractor shall submit invoices to:

UTAH DEPARTMENT OF TRANSPORTATION  
4501 South 2700 West  
Box 141500  
Salt Lake City, Utah 84119.

The State will remit payment by mail.

6. **PRICING**

The Contractor agrees prices on luminaries and related parts in this contract shall be guaranteed for at least three (3) years. Any change request on prices must be made at least thirty (30) days prior to the requested effective date. Any such request must include sufficient documentation supporting this request. Requests for change on any pricing in this contract shall not be effective until it is approved by UDOT's Procurement Manager.

7. **DELIVERY**

The shipping terms on this contract are F.O.B. destination.

8. **READILY AVAILABLE STOCK**

Contract Supplier shall be required to have stock on hand and available to ship within 24 hours of receipt of order on UDOT's most commonly used luminaires.

**ATTACHMENT D: PRICING****Holophane Luminaires:**

- |    |                                               |                       |
|----|-----------------------------------------------|-----------------------|
| 1. | Mongoose 480V/400W w/o PE<br>MC400HP48WFVGPBD | \$ <u>339.00</u> each |
| 2. | Mongoose MV/400W w/PE<br>MC400HPMTWFGPRBD     | \$ <u>346.00</u> each |
| 3. | Mongoose MV/250W w/PE<br>MC250HPMTWFGPRBD     | \$ <u>343.00</u> each |
| 4. | Dark Skies 480V/1000W<br>HMSPC10HP48L8PS      | \$ <u>467.00</u> each |
| 5. | Dark Skies 480V/1000W<br>HMSPC10HP48S8PS      | \$ <u>467.00</u> each |
| 6. | Replacement Protected Starter<br>PS-1000      | \$ <u>80.00</u> each  |
| 7. | Module 600, 480V/250W<br>MW250HP48GPS         | \$ <u>291.00</u> each |
| 8. | Module 600, MV/250W<br>MW250HPMTGPS           | \$ <u>291.00</u> each |
| 9. | Panel Vue 480V/150W<br>PANL150HP48DGQL        | \$ <u>352.00</u> each |

**Metrolux Luminaries:**

- |     |                                                           |                       |
|-----|-----------------------------------------------------------|-----------------------|
| 10. | Panel Master 480V/150W<br>PA-17W-HPS150-480-LG-TB-SF      | \$ <u>304.00</u> each |
| 11. | Vision Master 480V/250W<br>VL-17-F-HPS250-480-LG-TB-WG    | \$ <u>324.00</u> each |
| 12. | High Mast Asym Dist 480V/1000W<br>VA-25-VR-HPS1000-480-OB | \$ <u>353.00</u> each |
| 13. | High Mast Round Dist 480V/1000W<br>VA-25-HPS1000-480-OB   | \$ <u>353.00</u> each |